

3/23 copy made - file ✓
get orig. recorded ✓
copy of Winslow ✓
DISTRICT V
LARRY A. LAYTON
HC 62 BOX 6450
PINETOP, AZ 85935
RES. 367-2551
BUS. 368-6500

DISTRICT I
PERCY DEAL
P.O. Box 365
ORAIBI, AZ 86039
PHONE 725-3460

DISTRICT II
DAVID J. TSOSIE
Box 1007
KEAMS CANYON, AZ 86034

DISTRICT III
MARLIN F. GILLESPIE
216 ENCANTO DR.
HOLBROOK, AZ 86025
PHONE 524-3041

DISTRICT IV
PETE SHUMWAY
P.O. Box 161
TAYLOR, AZ 85939
PHONE 536-7633

DISTRICT V
LARRY A. LAYTON
HC 62 BOX 6450
PINETOP, AZ 85935
RES. 367-2551
BUS. 368-6500

BOARD OF SUPERVISORS

NAVAJO COUNTY
GOVERNMENTAL CENTER
P.O. Box 668
HOLBROOK, AZ 86025
PHONE (602) 524-6161

EDWARD J. KOURY
COUNTY MANAGER

SHARON R. KEENE
CLERK OF THE BOARD

*Being rerecorded
to include legal*

Navajo County Resolution Number 32-88

A resolution of the Navajo County Board of Supervisors relinquishing responsibility for the management of operations and maintenance of "McHood Park" including the operations and maintenance of the park improvements developed with State Lake Improvement Funds.

WHEREAS, the majority of "McHood Park" users are residents of the City of Winslow; and

WHEREAS, the Navajo County Board of Supervisors and the City of Winslow have determined that the management and operations of "McHood Park" can be more effectively operated by the City because of the park's location in close proximity to the City; and

WHEREAS, the management and operation of "McHood Park" by the City of Winslow would be more cost efficient; and

WHEREAS, it is the intent and purpose of the Navajo County Board of Supervisors to dissolve the existing Agreement dated December 28, 1982, between Navajo County and the City of Winslow; and

WHEREAS, it is the intent and purpose of the Navajo County Board of Supervisors and the City of Winslow to enter into a new Lease Agreement transferring the responsibility for the management of the operations and maintenance of "McHood Park" to the City; and

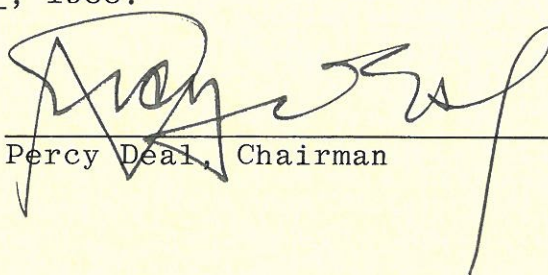
WHEREAS, it is the intent of the Board of Supervisors to enter into a new lease leasing to the City of Winslow that portion of "McHood Park" owned by the County as more fully set out in a separate lease.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors that Navajo County hereby enter into a lease with the City of Winslow whereby the Navajo County Board of Supervisors leases to the City of Winslow that portion of "McHood Park" owned by the County and the City of Winslow shall assume, pursuant to that lease, the responsibility to maintain and operate the County portion of the "McHood Park" for the period of the lease and to assume the responsibilities of the County pursuant to the State Lake Improvement Fund grants.


DOCKET 961 PAGE 179

DOCKET 904 PAGE 124

PASSED AND ADOPTED by the Board of Supervisors, County of Navajo, this
22nd day of February, 1988.


Percy Deal, Chairman

ATTEST:


Sharon Keene, Clerk of the Board



FEE # 88 02320
RECORDED AT THE REQUEST OF
Navajo County Board of Supervisors
ON FEB 23 1988 PM-4 25
IN DOCKET 904 PAGE(S) 124-125
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA
JAY H. TURLEY, RECORDER

MICROFILMED
INDEXED

DOCKET **961** PAGE **180**

DOCKET **904** PAGE **125**

N/C

Lease Agreement

THIS LEASE AGREEMENT made and entered into this 8th day of March, 1988, by and between Navajo County, hereinafter referred to as Lessor, and the City of Winslow a municipal corporation, hereinafter referred to as Lessee.

WITNESSETH

In consideration of the mutual covenants and promises herein contained, Lessor and Lessee agree to the following:

1. Lessor leases to Lessee that portion of the McHood park belonging to Navajo County located at Clear Creek, Navajo County, Arizona, and described more particularly in Exhibit "A", a copy of which is attached hereto and by reference made a part hereof.

2. The term of this lease is 25 years, commencing on the 8th day of March, 1988, and terminating on the 8th day of March, 2013, with an option to renew for an additional 25 years if the Lessee so desires.

Any extension of this lease shall be on the same terms and conditions as this lease, except that said terms and conditions may be renegotiated prior to the extension and modified if agreed to by both parties.

3. The consideration for the lease of the premises shall be in the form of upkeep and repair thereof to be performed by the Lessee at its expense and the release from the Lessor of the obligations to provide upkeep and repair.

4. Lessee agrees that the leased premises are to be used only for the purpose of a park and recreational facility as are commonly carried on at such locations. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of Lessor.

5. Lessee shall not allow any liens or encumbrances to attach to the leased premises, nor shall Lessee allow any unlawful activities to take place on the premises. Lessee further agrees to comply with all laws, statutes, ordinances and regulations relating to the leased premises.

6. Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease or any extension thereof, including but not limited to electricity, gas, water, sewer and telephone service.

7. Lessee shall not assign or sublease the premises, except that the Lessee may enter into contracts with food and boat concessionaires and may rent space for overnight camping if such facilities are available, and for other recreation related activities.

8. Lessee agrees to operate and maintain the leased premises in accordance with generally accepted standards for park and recreation areas.

9. The Lessee agrees to consult with the Lessor periodically in order that they may discuss the implementation and carrying out of policies and practices in the development, maintenance and supervision of the leased premises.

10. The Lessee shall assume all maintenance responsibilities of Lessor pursuant to State Grants and shall reasonably maintain all existing facilities on the leased premises. The Lessee shall not materially alter the existing facilities without prior written approval of Lessor.

~~11~~. The previous agreement entered into between the Lessor and Lessee dated December 28, 1982 is hereby terminated.

~~12~~ Each party hereto will take the necessary action by resolution to authorize the execution of this lease.

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13. The Lessee acknowledges that they have inspected the leased premises and that the same are in a good state of repair and proper condition. Lessee shall surrender and premises at the end of the lease term, or any extension thereof, in the same condition as when Lessee took possession, reasonable wear and tear accepted.

14. Lessee agrees that Lessor is not to be liable or responsible for any damage or injuries to any person or property, not caused by the Lessor, arising from or as a result of the presence of such person or property upon the leased premises, or which would not have occurred except for such presence. The Lessee shall at all times indemnify and save harmless, the Lessor, from and against any claims for and on account of such damage or injury.

15. The Lessee agrees, that during the term of this agreement, or extension thereof, Lessee shall provide and maintain insurance coverages and limits as established in Exhibit "B", as attached hereto.

16. This lease shall be cancellable by either party in the event of a material breach by the other party of any of the terms thereof. The lease shall also be cancellable by the Lessor upon a one-year written notice, in the event that the Lessor determines that the premises are needed for other purposes. In the event of such cancellation by the Lessor, the Lessor shall elect either:

- a. to reimburse Lessee for the amounts actually expended by it for improvements on the premises less depreciation of such improvements at the rate of seven and one-half percent (7½%) per year, or,
- b. subject to the approval of the Lessee, to pay for the removal of the improvements from the premises and to pay for the installation of the improvements at a new location.

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⁷
15. This lease shall be cancellable by the Lessee, upon a 90 day written notice to the Lessor, if the Lessee determines it is in the best interest of the Lessee to do so. Improvements upon the leased premises, that the Lessee can utilize elsewhere, may be removed by the Lessee. The remaining improvements, after Lessee makes any removals, shall revert over to the Lessor's ownership.

⁸
16. The Lessor shall be named as a co-insured on the Lessee's liability insurance policy for McHood Park only.

⁹
17. This agreement shall be binding upon the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year above written.

LESSEE:

City of Winslow

By: Bill Elzey
Bill Elzey, Mayor

Attest: [Signature]
City Clerk

Approved as to Form:

By: Warner G. Leppin
Warner G. Leppin
City Attorney

LESSOR:

Navajo County

By: Percy Deal
Percy Deal, Chairman

Attest: [Signature]
Clerk of the Board

Approved as to Form:

By: Dale K. Patton, Jr.
Dale K. Patton, Jr.
Navajo County Attorney

DOCKET 961 PAGE 184

DOCKET 907 PAGE 391

STATE OF ARIZONA)
County of Navajo) ss.

On this the 8th day of March, 1988 before me, the undersigned Notary Public, personally appeared Bill Elzey, Mayor of the City of Winslow, and Frank Freeman, City Clerk of the City of Winslow, known to me to be the persons names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Walter P. Hansen
NOTARY PUBLIC

My Commission Expires:

June 21, 1988

STATE OF ARIZONA)
County of Navajo) ss.

On this the 22nd day of February, 1988, before me, the undersigned Notary Public, personally appeared Percy Deal, Chairman of the Board of Supervisors of Navajo County, and Sharon R. Keene, Clerk of the Board of Navajo County, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Charles R. Deal
NOTARY PUBLIC

My Commission Expires:

1-10-90



FEE # 88 03835
RECORDED AT THE REQUEST OF
BOARD OF SUPERVISORS

ON MAR 25 1988 AM -10 20

IN DOCKET 907 PAGE(S) 388-392 incl
OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA
JAY H. TURLEY, RECORDER

MICROFILMED
INDEXED

DOCKET 961 PAGE 185

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Property of the City of Winslow in Sections 9 & 10, Township 18 North, Range 16 East Gila and Salt River Baseline and Meridian, Navajo County, Arizona, more precisely described as follows:

From the Point of Beginning, the Southwest corner of the said Section 10, northerly along the section line to a point, the intersection of the section line and the center line of Clear Creek;

Thence westerly along the center line of Clear Creek to a point, the intersection of the center line of Clear Creek and the easterly right-of-way boundary line; Arizona State Highway 99;

Thence northerly along the easterly right-of-way boundary line of Hwy 99 to a point, the intersection of a line extending westerly S 84-28-21.7 West from the southerly 16/corner on the West line of Section 10;

Thence north 84-28-21.7 East 927.95 feet to the above noted 16/cor;

Thence northerly along the west line of Section 10 to the northwest corner of Section 10;

Thence easterly to the N/4 corner of Section 10;

Thence southerly to the S/4 corner of Section 10;

Thence westerly to the southwest corner of section 10, the point of beginning;

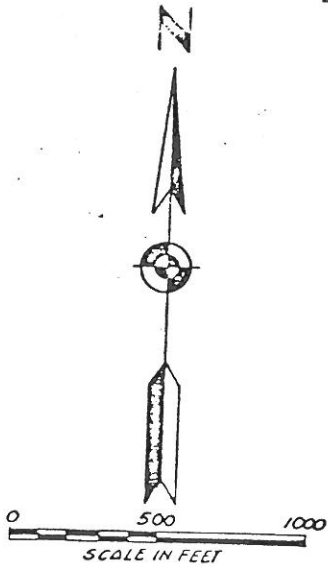
Containing 332 acres more or less.

Note: This is not a "Record of Survey." It is a compilation of the work and drawings of others, and deed descriptions.

The West half of Section 10, T.18N.,
R.16E and all that portion of the SE 1/4
SE 1/4, Section 9, T.18N., R.16E lying
East of the Easterly right-of-way line of
Arizona State Highway 99 and the total
surface water impoundment of maximum high-
water at spillway elevation and above the
spillway elevation during any flood stage.

2 of 2

County Property 18 acres where
Palt Rancho resides



Sec. Cor.
R.R. Rail
w/ "t" Mark

R.R. Rail

2,638.10'
1,169.86'

N. 84° 26' 30.3" E.
1,468.24'

2,637.99' N 5° 37' 37.2" W.

1/4 Cor.
R.R. Rail
w/ "t" Mark

NEW DAM

SECTION 10
T. 18 N., R. 16 E.

SPILLWAY

1/16 Cor.
R.R. Rail

CREEK

CLEAR

1319.25'

1/16 Cor.

N. 84° 28' 21.7" E.
927.95'

Exist. Dam

TO WINSLOW

50'

R/W

STATE HWY 99

9 10 1,319.08'
16 15 2,638.51'

1,319.43'
N. 84° 22' 53.5" E.

1/16 Cor.
1 1/2" Iron Pipe

1/4 Cor.
Stone
Monument

Sec. Cor.
1" Iron Pipe
@ Fence Cor.

5,271.75' N. 5° 31' 53" W.

TYPE OF COVERAGE

LIMITS

WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY,
including coverage under United States Longshoremen's and Harbor
Workers' Act, and All-States Endorsement where applicable.

Statutory

PUBLIC LIABILITY BODILY INJURY AND PROPERTY DAMAGE
including:

- a) Personal Injury on an occurrence basis,
- b) Broad Form Property Damage,
- c) Products and Completed Operations,
- d) - Blasting, collapse or structural injury, and/or damage to under-ground utilities.

BODILY INJURY

\$1,000,000 per accident/occurrence

PROPERTY DAMAGE

\$250,000 per accident/occurrence

CONTRACTORS' PROTECTIVE PUBLIC LIABILITY AND PROP-
ERTY DAMAGE

Not necessary unless sub-contracting is to be done.

AS ABOVE

CONTRACTUAL PUBLIC LIABILITY AND PROPERTY DAMAGE
in accordance with Agreement(s) between Owner and Contractor.

AS ABOVE

AUTOMOBILE PUBLIC LIABILITY AND PROPERTY DAMAGE,
covering all Automobiles, Trucks, Tractors, Trailers, Motorcycles, or
other automotive equipment whether owned or rented by the Contract-
or, or owned by employees of the Contractor.

AS ABOVE



FEE # 89 10463

RECORDED AT THE REQUEST OF

BOARD OF SUPERVISORS

ON JUL 26 '89 - 9:50 AM.

IN DOCKET 961 PAGE(S) 179-189 incl

OFFICIAL RECORDS OF NAVAJO COUNTY, ARIZONA

JAY H. TURLEY, RECORDER

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INDEXED

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PERCY DEAL
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*2/23 - get orig. file
city of Winslow*
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SHARON R. KEENE
CLERK OF THE BOARD

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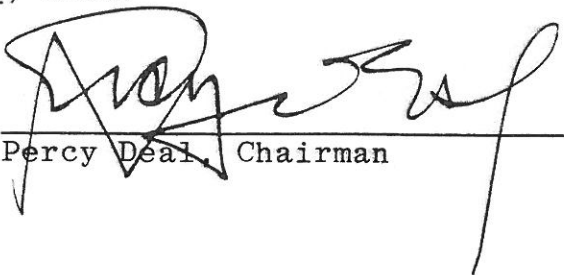
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PASSED AND ADOPTED by the Board of Supervisors, County of Navajo, this
22nd day of February, 1988.


Percy Deal, Chairman

ATTEST:


Sharon Keene, Clerk of the Board



FEE # 88 02320
RECORDED AT THE REQUEST OF
Navajo County Board of Supervisors
ON FEB 23 1988 PM-4 25
IN DOCKET 904 PAGE(S) 124-125
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JAY H. TURLEY, RECORDER

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